# **EXHIBIT "A"**

# Case 4:23-cv-02211 Document 1-1 Filed on 06/16/23 in TXSD Page 2 of 6 LAW 553-TX-ARB-eps-14 4/18 DEAL # 1903821

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT - SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

ADDRESS 21	14 BE	DBERT WHEE		Α	ADDRI	R/CREDITOR MA SS 11711 KA HOUSTON	Ç HAIK TY FREE	WAY
CITY HOUST	806-7	523	STATE TX	ZIP 77084	. YIK MOH	281-497-660	10	STATE TX ZIP 77079
GO-BUYER ADDRESS L. GITY PHONE		N/A N/A	STATEN/A	ZIP N/A	1107		. 1	
PROMISE TO this contract, Finance Char contract, if mo	PAY: T you ch ge, and ore than	he credit price i cose to purchas I any other cha n one person sig	s shown below as th se the vehicle on c rges in this contrac gns as a buyer, you	ne "Total Sales Pric redit according to it. You agree to ma agree to keep all	ce." Ti the t ake p the p	ne "Cash Price" is erms of this cont ayments in U.S. t romises in this a	also shov ract, You funds acc	nsferred by the Seller. wn on page 2 of this contract. By signing agree to pay us the Amount Financed ording to the Payment Schedule in this even if the others do not.
You have thor	oughly	inspected, acce	epted, and approved	d the vehicle in all VEHICLE IDEN			ĺ	USE FOR WHICH PURCHASED
YEAH C	MAKE HEVF		VEHICLE IDENTI	IFICATION NUMBER	1787	■ DEMONSTRA  □ FACTORY  ○ OFFICIAL/EXI  □ USED		PERSONAL; FAMILY, OR HOUSEHOLD, UNIVESS OTHERWISE INDICATED BELOW If either of the boxes below is checked, Chapter 353 of the Texas Finance Code applies to this Contract.  BUSINESS OR COMMERCIAL AGRICULTURAL N/A
	3644		ry ryggerenser er			ARIERBARA	<b>,</b>	Company (Control of the Control of t
Trade-in: Make	VIN	VHOLET 1GCGSBEA8L1	241826		M	odel <u>COLORAD</u> cense No, <u>N/A</u>		and the second of the second o
(OQ)	- Aild'	in the second se				001100 1101		
ANNUAL PERCENTA RATE The cost of your credit a yearly rat	AGE	FINANCE CHARGE The dollar amount the credit will cost you.	RUTH-IN-LENDING Amount Financed The amount of crédit provided to you or on your behalf.  \$ 49752.64	Total of Payments The amount you	er I	Total Sale Price The total cost of your purchase on credit, including your down payment of 343.00 55608.28	We may e-mail ac law allow (including phone ( message systems)	
Your Paymer	nt Sche	dule Will Be:		<del>yederallandarida da d</del>				ed Check Charge: You agree to pay a
Number o Payment <b>84</b>	of s	Amount of Payments 657.92	When F Are Monthly beginning	Payments Due 03/10/2021				of \$ 30 If any check you give us is ared or any electronic payment is returned
N/A		N/A	N/A	00/10/2021			agree th	tent to Arbitrate: By signing below, you lat, pursuant to the Arbitration Provision on of this contract, you or we may elect to
Or as follows:		N/A					resolve and not Provisio	any dispute by neutral, binding arbitration to by a court action. See the Arbitration of or additional information concerning the ent to arbitrate.
a heavy comm Prepayment. Security inter Additional int	nercial ve If you pa rest. We lormatio	ehicle), you will pay by early, you will not will have a security n: See this docume	tire payment within 15 a late charge of 5%. I have to pay a penalty, therest in the vehicle lent for more information the scheduled date.	of the scheduled paym being purchased.	nen <b>i</b> .	, , , , , ,	Buyer S	
OCCC NO	TICE.	For question	ns or complaint	s about this c	onti	act, contact	GM FINANC	DIAL at
and it enfo creditor, co 2601 N. La	rces c onsum mar E	ertain laws ti ters can cont	hat apply to this act the OCCC to Texas 78705. Ph	The Office of contract. If a co file a complain	f Col omp nt ol	nsumer Credit Iaint or questi ' ask a general	Commis on cann I credit-r	sioner (OCCC) is a state agency, ot be resolved by contacting the elated question. OCCC address: Website: occc.texas.gov. E-mail:
COULD ASS	ERT /	GAINST THE	SELLER OF GOO	DDS OR SERVIC	ES (	OBTAINED PUR	SUANT	ND DEFENSES WHICH THE DEBTOR HERETO OR WITH THE PROCEEDS THE DEBTOR HEREUNDER.
This PROVIS	ION ac	plies to this cor	ntract only if the ve	hicle financed in t	the c	ontract was purcl	nased for	personal, family, or household use,

	nt 1-1 Filed on 06/16/23 in TXSD Page 3 of 6
Case 4:23-cv-02211 DOCUMENT FIT Cash Price (Including any accessories, services, taxes,	VANCED PROPERTY INSURANCE. You must keep the collateral
Taxes 1244 94 Di b ADD 400	insured against damage or loss in the amount you
Taxes \$ 1244.81, DLR ADD ACC	\$ N/A ) \$ 44681.81 (1)  \$ N/A ) \$ 21000.00  \$ 24775.00  \$ 24775.00  \$ 2000.00  \$ 24775.00  \$ 24775.00  \$ 24775.00  \$ 24775.00
N/A \$ N/A, and N/A	\$ N/A ) \$ 44661.81 (1)   property insurance from anyone you want or provide
2 Total Downpayment = (if negative, enter "0" and see Line 4A below)	proof of insurance you already have. The insurer must
· Gross Trade-In	\$ 21000,00 be authorized to do business in Texas. You agree to give
Pay Off Made By Seller	\$ 24775.00 person to be paid under the polloy in the event of damage
- Cash Paid to Buyer for Trade-In	\$ N/A or loss.
= Net Trade-In	
+ Cash	The second secon
l ·	V
+ Mirs, Rebate	\$ 2500,00
+ Other (describe) N/A + Other (describe) N/A	\$ N/A
+ Other (describe) N/A	S N/A Optional Credit
+ Other (describe) N/A + Other (describe) Trade-In Credit Agreement Benefit	Life and Credit Disability Insurance
+ Other (describe) Trade-In Credit Agreement Benefit	S N/A Credit life insurance and credit disability insurance are not
Total Downpayment	\$ N/A required to obtain credit. They will not be provided unless you
	\$ 343.00 (2) sign and agree to pay the extra coet. Your decision to buy or not buy these insurance coverages will not be a factor in the
3 Unpaid Balance of Cash Price (1 minus 2)	\$ 44318.81 (3) not puy inese insurance coverages will not be a factor in the credit approval process.
4 Other Charges Including Amounts Paid to Others on Your Behalf	
(Seller may keep part of these amounts.);	☐ Credit Life, one buyer \$ N/A Term N/A
A Net trade-in payoff to NVA	S 0.00 1
B Cost of Ontional Cradit Incurance Paid to Incurence Company of	To order the out buyers in the target term
Life \$	companies.
Life \$ Disability \$	N/A Term N/A
C Olhow Outlined Incurrence Deliver	N/A \$ N/A
Other Optional Insurance Paid to Insurance Company or Companie	98 \$ N/A     N/A
D Official Fees Paid to Government Agencies	1973
1) to N/A for N/A	
2) to N/A for N/A 3) to N/A for N/A	\$ N/A (Home Office Articles)
3) to N/A for Alfa	\$ N/A (Home Office Address)
F Doht Consolidion Agreement For Doll to the College	\$ N/A Credit life insurance pays only the amount you would owe if s 995.00 you peld all your psyments on time. Credit disability insurance
E Debt Cancellation Agreement Fee Paid to the Seller	\$ 995.00 you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number
r Dealers inventory lax (it Not included in Cash Price)	\$ N/A of payments.
G Sales Tax (If Not Included in Cash Price)	BA 22      If the term of the beautieses to 101 months on tour the
H Other Taxes (if Not Included in Cash Price)	N/A   premium is not fixed or approved by the Texas Insurance
I Government License and/or Registration Fees	Commissioner.
	\$ 159.50 You want the insurance indicated above.
License Fee	
J Government Certificate of Title Fees	\$ 33,00
K Government vehicle inspection Fees	\$ 7.00 Buyer's signature Date
	\$ 10.00 V N/A
M. Donumentery Foe (Carro Donumental)	\$ 150,00 X N/A N/A N/A Date
in southernary ros (ourgo bocamanta)	
M Documentary Fee (Cargo Documental)	Date Date
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#### FINANCE CHARGE AND PAYMENTS

- HOW WE FIGURE THE FINANCE CHARGE. We figure the Finance Charge using the true daily earnings method as defined by the Texas Finance Code. Under the true daily earnings method, the Finance Charge will be figured by applying the daily rate to the unpaid portion of the Amount Financed for the number of days the unpaid portion of the Amount Financed is outstanding. The daily rate is 1/365th of the Annual Percentage Rate. The unpaid portion of the Amount Financed does not include late charges or return check charges.
- HOW WE WILL APPLY YOUR PAYMENTS. We will apply your payments in the following order:

1. earned but unpaid finance charge; and

- 2. to anything else you owe under this agreement. HOW LATE OR EARLY PAYMENTS CHANGE WHAT YOU MUST PAY, We based the Finance Charge, Total of Payments, and Total Sale Price as if all payments were made as scheduled. If you do not timely make all your payments in at least the correct amount, you will have to pay more Finance Charge. If that happens, your last payment will be more than your final scheduled payment, or at our option, you will have to pay more payments of the same amount as your scheduled payment with a smaller last payment. If you make scheduled payments early, your Finance Charge will be reduced (less). If you make your scheduled payments late, your Finance Charge will increase. We will send you a notice telling you about these changes before the final scheduled payment is due.
- TRANSFER OF RIGHTS. We may transfer this contract to another person. That person will then have all our rights, privileges, and remedies.
- SPECIAL PROVISIONS FOR BALLOON PAYMENT CON-TRACTS. A balloon payment is a scheduled payment more than twice the amount of the average of your scheduled payments, other than the downpayment, that are due before the balloon payment. You can pay all you owe when the balloon payment is due and keep your vehicle. If you buy the vehicle primarily for personal, family, or household use, you can enter into a new written agreement to refinance the balloon payment when due without a refinancing fee. If you refinance the balloon payment, your periodic payments will not be larger or more often than the payments in this contract. The annual percentage rate in the new agreement will not be more than the Annual Percentage Rate in this contract. This provision does not apply if your Payment Schedule has been adjusted to your seasonal or irregular income.

### YOUR OTHER PROMISES TO US

- USE AND TRANSFER OF THE VEHICLE. You will not sell or transfer the vehicle without our written permission. If you do sell or transfer the vehicle, this will not release you from your obligations under this contract, and we may charge you a transfer of equity fee of \$25.00 (\$50 for a heavy commercial vehicle). You will promptly tell us in writing if you change your address or the address where you keep the vehicle. We agree you may remove the vehicle from the U.S. for 72 hours or less, if the vehicle will continue to be covered by the insurance this contract requires. Otherwise, you agree not to remove the vehicle from the U.S. without our written permission.
- CARE OF THE VEHICLE. You agree to keep the vehicle free from all liens, and claims except those that secure this contract. You will limely pay all taxes, fines, or charges pertaining to the vehicle. You will keep the vehicle in good repair. You will not allow the vehicle to be seized or placed in jeopardy or use it illegally. You must pay all you owe even if the vehicle is lost, damaged or destroyed. If a third party takes a lien or claim against or possession of the vehicle, we may pay the third party any cost required to free the vehicle from all liens or claims. We may immediately demand that you pay us the amount paid to the third party for the vehicle. If you do not pay this amount, we may repossess the vehicle and add that amount to the amount you owe. If we do not repossess the vehicle, we may still demand that you pay us, but we cannot compute a finance charge on this amount.
- SECURITY INTEREST. To secure all that you owe on this contract and all your promises in it, you give us a security interest in:
  - The vehicle including all accessories and parts now or later attached and any other goods financed in this contract;
  - All insurance proceeds and other proceeds received for the vehicle:
  - Any insurance policy, service contract or other contract financed by us and any proceeds of those contracts; and
  - Any refunds of charges included in this contract for insurance, or service contracts.

This security interest also secures any extension or modification of this contract. The certificate of title must show our security interest in the vehicle. You will not allow any other security interest to be placed on the title without our written permission,

- AGREEMENT TO KEEP VEHICLE INSURED. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. The insurer must be authorized to do business in Texas.
- OUR RIGHT TO PURCHASE REQUIRED INSURANCE IF YOU FAIL TO KEEP THE VEHICLE INSURED. If you fail to give us proof that you have insurance, we may buy physical damage insurance. We may buy insurance that covers your interest and our Interest in the vehicle, or we may buy insurance that covers our interest only. You will pay the premium for the insurance and a finance charge at the contract rate. If we obtain collateral protection insurance, we will mail notice to your last known address shown in our file,
- PHYSICAL DAMAGE INSURANCE PROCEEDS. You must use physical damage insurance proceeds to repair the vehicle, unless we agree otherwise in writing. However, if the vehicle is a total loss, you must use the insurance proceeds to pay what you owe us. You agree that we can use any proceeds from insurance to repair the vehicle, or we may reduce what you owe under this contract. If we apply insurance proceeds to the amount you owe, they will be applied to your payments in the reverse order of when they are due. If your insurance on the vehicle or credit insurance doesn't pay all you owe, you must pay what is still owed. Once all amounts owed under this contract are paid, any remaining proceeds will be paid to you.
- RETURNED INSURANCE PREMIUMS AND SERVICE CON-TRACT CHARGES. If we get a refund on Insurance or service contracts, or other contracts included in the cash price, we will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.
- APPLICATION OF CREDITS. Any credit that reduces your debt will apply to your payments in the reverse order of when they are due, unless we decide to apply it to another part of your debt. The amount of the credit and all finance charge or interest on the credit will be applied to your payments in the reverse order of your

### IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- LATE CHARGE. You will pay us a late charge as agreed to in this contract when it accrues.
- DEFAULT. You will be in default if:
  - . You do not pay any amount when it is due;
  - You give false, incomplete, or misleading information on a credit application;
  - You file bankruptcy, bankruptcy is flied against you, or the vehicle becomes involved in a bankruptcy.
  - You allow a judgment to be entered against you or the collateral: or
  - You break any of your promises in this agreement.

If you default, we can exercise our rights under this contract and our other rights under the law.

- OUR RIGHT TO DEMAND PAYMENT IN FULL. If you default, or we believe in good faith that you are not going to keep any of your promises, we can demand that you immediately pay all that you owe, We don't have to give you notice that we are demanding or intend to demand immediate payment of all that you owe.
- REPOSSESSION. If you default, we may repossess the vehicle from you if we do so peacefully. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If any personal items are in the vehicle, we can store them for you and give you written notice at your last known address shown on our records within 15 days of discovering that we have your personal items. If you do not ask for these Items back within 31 days from the day we mail or deliver the notice to you, we may dispose of them as applicable law allows. Any accessory,
- equipment, or replacement part stays with the vehicle.
  YOUR RIGHT TO REDEEM. If we take your vehicle, we will tell
  you how much you have to pay to get it back. If you do not pay us to get the vehicle back, we can sell it or take other action allowed by law. Your right to redeem ends when the vehicle is sold or we have entered into a contract for sale or accepted the collateral as full or partial satisfaction of a contract.
- DISPOSITION OF THE VEHICLE. If you don't pay us to get the vehicle back, we can sell it or take other action allowed by law. If we sell the motor vehicle in a public or private sale, we will send you notice at least 10 days before we sell it. We can use the money we get from selling it to pay allowed expenses and to reduce the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. If any money is left, we will pay it to you unless we must pay it to someone else. If the money from the sale is not enough to pay all you owe, you must pay the rest of what you owe us plus interest. If we take or sell the vehicle, you will give us the certificate of title and any other document required by state law to record transfer of title.

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employee to enforce this contract, you will pay reasonable attorney's fees and court costs as the applicable law allows. You will also pay our reasonable out-of-pocket expenses incurred in connection with retaking, holding, and selling the vehicle as the applicable law allows.

- CANCELLATION OF OPTIONAL INSURANCE AND SERVICE CONTRACTS. This contract may contain charges for insurance or service contracts or for services included in the cash price. If you default, you agree that we can claim benefits under these contracts to the extent allowable, and terminate them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is damaged or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you
- INTEGRATION AND SEVERABILITY CLAUSE

This contract contains the entire agreement between you and us relating to the sale and financing of the vehicle. If any part of this contract is not valid, all other parts stay valid.

LEGAL LIMITATIONS ON OUR RIGHTS

If we don't enforce our rights every time, we can still enforce them later. We will exercise all of our rights in a lawful way. You don't have to pay finance charge or other amounts that are more than the law allows. This provision prevails over all other parts of this contract and over all

SELLER'S DISCLAIMER OF WARRANTIES

Unless the seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the seller makes no warranties, express or implied, on the vehicle, and there will be no implied warrantles of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle

that the vehicle manufacturer may provide.

Used Car Buyers Gulde. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale

Spanish Translation: Guía para compradors de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

APPLICABLE LAW

Federal and Texas law apply to this contract.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge,

Any change to this contract must be in writing. Both you and we must sign it. No oral changes to this contract are enforceable.						
Buyer X for Aud	Co-Buyer X					
See the rest of this contract for other important agreements.	•					
CONSUMER WARNING: Notice to the buyer—Do not sign if spaces. You are entitled to a copy of the contract you sign, that you owe and under certain conditions may save a porprotect your legal rights.	I INMAP THA JAW WALL	والمستنب المستقيلة والمستان والمستناء والمستناء				
BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT: ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. YOU GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVPAGE OF THIS CONTRACT, INCLUDING THE ARBITRATION PROPERTY.	I CONFIRM THAT BEF IEW IT, YOU ACKNO OVISION ON PAGE 5,	FORE YOU SIGNED THIS ( WLEDGE THAT YOU HAY BEFORE SIGNING BEL	CONTRACT, WE VE READ EACH OW.			
Buyer Signs X Date 01/27/2021	Co-Buver Signs X N/	A	Date N/A			
Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the enhance to pay the debt. The other owner agrees to the securily interest in the vehicle given to us	lire debt. An other owner is a p	erson whose name is on the title to t	he vehicle but does not			
Other owner signs here X N/A Date N/A  Seller signs MAC HAIK CHEVROLET Date 01/27/2021	Address N/A					
Seller signs MAC HAIK CHEVROLET Date 01/27/2021	3y <b>X</b>		Title F&I			
THIS CONTRACT IS NOT VALID UNTIL YOU AND WE SIGN IT.	//					

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ARBITRATION PROVISION

- PLEASE REVIEW IMPORTANT AFFECTS YOUR LEGAL RIGHTS
- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
- 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- 3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship binding any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is not subject to binding arbitration, this basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American arbitration association, 1633 Broadway, 10th Floor, New York, New York 10019 (<a href="https://www.adr.org">www.adr.org</a>), or any other organization to conduct the its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district in which you contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

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Seller assigns its interest in this contract to GM FINANCIA	The state of the s	
	Ala	(Assignee) under the terms of Seller's agreement(s) with Assignee.
Assigned with recourse	X Assigned without facourse	
WARANA TANAN	use risingriod murophicodise	L_J Assigned with limited recourse
Seller MAC HAIK CHEVROLET	D.	
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Buyer Initials X Co-Buyer Initials X N/A

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THERE ARE NO WARMINES, EXPRESS ON IMPLIED, AS TO CONTENT OR THREES FOR WARMINES OF THE ROMA. CONSULT YOUR OWN LEGAL COUNSEL.